

**COUNTY OF GREENVILLE  
FOOD SERVICES FOR INMATES AT GREENVILLE COUNTY  
DETENTION CENTER  
RFP# 36-11/29/16**



**Greenville  
County**

**DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT SERVICES DIVISION  
GREENVILLE COUNTY SQUARE  
301 UNIVERSITY RIDGE, SUITE 100  
GREENVILLE, SOUTH CAROLINA 29601**

**[www.greenvillecounty.org](http://www.greenvillecounty.org)**

**Phone: 864-467-7200**



GREENVILLE COUNTY COUNCIL  
PROCUREMENT SERVICES DIVISION  
GREENVILLE COUNTY SQUARE  
301 UNIVERSITY RIDGE, SUITE 100  
GREENVILLE, SOUTH CAROLINA 29601-3660

Date: 11/04/16

**THE COUNTY OF GREENVILLE IS SEEKING PROPOSALS FROM VENDORS TO PROVIDE FOOD SERVICES FOR INMATES AT GREENVILLE COUNTY DETENTION CENTER**, subject to the conditions and all provisions set forth herein and attached. The responses will be **RECEIVED AT THIS OFFICE UNTIL 4:00 P.M., E.S.T., TUESDAY, NOVEMBER 29, 2016**, then publicly opened. The service must be furnished as described and specified herein and delivered to Greenville County.

SHOW THIS NUMBER ON ENVELOPE

Request for Proposals No.

#36-11/29/16

PROCUREMENT SERVICES DIVISION

By

*Nadine Chasteen*  
DIRECTOR

THE COUNTY OF GREENVILLE IS SEEKING PROPOSALS FROM VENDORS TO PROVIDE FOOD SERVICES FOR INMATES AT GREENVILLE COUNTY DETENTION CENTER AS PER SPECIFICATIONS CONTAINED IN THIS REQUEST FOR PROPOSALS (RFP) DOCUMENT.

PLEASE FURNISH US WITH **ONE (1) ORIGINAL AND FIVE (5) COPIES** OF YOUR PROPOSAL.

A **MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT** WILL BE HELD AT **10:00 A.M., E.S.T., GREENVILLE COUNTY DETENTION CENTER, 20 MCGEE STREET, GREENVILLE, SC 29601.**

ALL QUESTIONS CONCERNING THIS RFP ARE TO BE SUBMITTED IN WRITING TO NADINE CHASTEEN, CPPO, CPPB, DIRECTOR, PROCUREMENT SERVICES DIVISION, COUNTY OF GREENVILLE, 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601. THE QUESTIONS MAY BE MAILED TO 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601, FAXED TO (864) 467-7304, OR EMAILED TO [nchasteen@greenvillecounty.org](mailto:nchasteen@greenvillecounty.org) NO LATER THAN 5:00 P.M., E.S.T. **NOVEMBER 21, 2016.**

PLEASE MARK YOUR ENVELOPE TO READ **"RFP# 36-11/29/16."**

NOTE: PLEASE SIGN ON FOLLOWING PAGE. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO WILL VOID YOUR PROPOSAL. ALL SIGNATURES MUST BE CLEARLY IDENTIFIABLE AS AN ORIGINAL. IF NOT, THEN YOUR RESPONSE WILL BE DISQUALIFIED.

### INSTRUCTIONS TO RESPONDENTS

#### RFP #36-11/29/16 FOOD SERVICES FOR INMATES AT GREENVILLE COUNTY DETENTION CENTER

1. Unless otherwise required, submit only one (1) original and five (5) copies of each RFI/RFQ/IFB/Proposals.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

---

---

### CONDITIONS

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

---

---

### RFI/RFQ/IFB/PROPOSAL

(DATE) \_\_\_\_\_

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within \_\_\_\_\_ days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within \_\_\_\_\_ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days \_\_\_\_\_ %.

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

BY \_\_\_\_\_  
(RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING)

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

**COUNTY OF GREENVILLE  
FOOD SERVICES FOR INMATES AT  
GREENVILLE COUNTY DETENTION CENTER  
RFP# 36-11/29/16**

**SCHEDULE**

**November 16, 2016**

A **Mandatory Pre-Bid Meeting and Site Visit** will be held at **10:00 A.M., E.S.T.**, Greenville County Detention Center, **20 McGee Street, Greenville, South Carolina 29601.**

**November 21, 2016**

**All questions** must be submitted in writing to Nadine Chasteen, CPPO, CPPB, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, by Fax (864)467-7304, or by email to [nchasteen@greenvillecounty.org](mailto:nchasteen@greenvillecounty.org), by **5:00 P.M., E.S.T.**

**November 29, 2016**

**Proposals** must be delivered to the Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 no later than **4:00 P.M. E.S.T.**

**November 29-December 13, 2016**

**Review of Proposals**

**December 13, 2016**

**Tentative Date of Award**

**December 13, 2016 – January 6, 2017**

**Contract Negotiations**

**January 6, 2017**

**Issue Notice to Proceed**



**REQUEST FOR PROPOSALS  
FOOD SERVICES FOR INMATES AT  
GREENVILLE COUNTY  
DETENTION CENTER  
RFP#36-11/29/16**

**SPECIFICATIONS**

**1.0 INTRODUCTION**

The County of Greenville is requesting proposals for the provision of food service to inmates and staff at the Greenville County Detention Center seven days per week and program support services for a culturally diverse inmate population of up to approximately 1500 inmates.

**1.1 General Requirements**

The objective of this RFP is to result in a contract between the successful responder and Greenville County which will meet the following requirements:

- To deliver high quality food service that meets or exceeds established nutritional and health standards,
- To operate the food service program utilizing correction experienced and professionally trained personnel,
- To operate the food service program in a cost effective manner with full reporting to the County,
- To implement a food service plan with clear objectives, policies, procedures and evaluation of compliance,
- To maintain standards as established by the County as well as any applicable State, Federal and other nationally accepted correctional standards,
- To provide sufficient meal variety and meal options for all menus,
- To offer a comprehensive program for continuing staff training as well as inmate training and education, and
- To operate the food service program in a humane manner with respect to the inmates' right to basic health and nutritional standards.

Also, Greenville County desires for vendors to provide additional options for food services. See Attachment "A".

## **1.2 Inquiries and Addenda**

All inquiries and questions regarding this Request for Proposal should be submitted in writing to Ms. Nadine Chasteen, CPPO, CPPB, Director, Procurement Services Division, 301 University Ridge, Suite 100, County Square, Greenville, South Carolina 29601 or by E-mail to [nchasteen@greenvillecounty.org](mailto:nchasteen@greenvillecounty.org). Written inquiries must be received no later than 5:00 P.M. November 21, 2016. All inquiries and responses requiring a change in specification will be distributed to all vendors receiving a bid. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this proposal.

## **1.3 Background Information**

The Average Daily Population for the Detention Center for 2016 (through September) is 1403 inmates with the highest count Year to Date (YTD) being 1484. Currently the Detention Center provides the following meals outside of the scope of the standard inmate meal service:

- A. Vegetarian Meals: Current Count 24,
- B. Double Trays: Current Count 57,
- C. Double Trays/(1) 8oz 2% Milk: Current Count 4
- D. Common Fare (Kosher): Current Count 10
- E. No Dairy Products: Current Count 10
- F. No Corn: Current Count 1
- G. No peanuts: Current Count 9
- H. Uncategorized: Current Count 35
- I. Staff Dining: Current Count 175 per day

The Detention Center also makes provisions for inmates who are dialysis patients, for inmates who require gluten free diets and for inmates who require low fiber diets.

Greenville County's on site Health Services determines the medical needs of the inmate population. In developing the current menus; the needs of Health Services were considered to tailor the menus. There would be an expectation of review by the Health Services Manager prior to menu finalization.

## **1.4 Scope of Services/Technical Specifications**

The specifications listed herein represent Greenville County's preferences, they are not intended to be restrictive to any potential vendor(s) or intended to be all inclusive. They are intended to serve as guidelines to features desired based on our knowledge of like services. If your services are similar in operation, but your specifications do not completely coincide with ours, please list your proposed services and explanations separately.

- A. The vendor must be organized for the purpose of providing institutional and/or volume food service and must have three (3) years previous correctional meal preparation and delivery experience with proven effectiveness in administering large scale corrections food service programs.

- B. The vendor must have qualified and trained staff with sufficient back up personnel, at a minimum the district manager must have (5) years of correctional food service experience.
- C. The vendor must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
- D. The vendor must submit a list of at least five (5) references of similar size and scope as the Greenville County Detention Center including, at a minimum, the name of the institution, address, a contact name and phone number.
- E. The vendor must have an automated system for inventory management and ordering processes, with the ability to electronically adjust recipes and pull sheets for changes in meal counts.
- F. The vendor must provide a clear daily staffing plan, to include line staff and supervisory staff.
- G. The successful vendor shall provide all utensils, napkins, cups, disposable food containers and condiments for inmate and staff food service.
- H. The successful vendor should supply all cleaning supplies for the kitchen and dining areas. A current listing of the chemicals utilized by the County is attached (Attachment "B"). The vendor and the County shall mutually agree to any additions, deletions or substitutions for these chemicals.
- I. The successful vendor shall have a Certified Nutritionist available to evaluate and certify menus.
- J. The successful vendor must comply with the Prison Rape Elimination Act (PREA) and all employees must complete PREA training provided by the County.
- K. The successful vendor shall provide all necessary employee information to the County for the purposes of background checks to be performed by the County.
- L. The successful vendor shall submit a plan detailing how the vendor will handle the County's remaining food stock at such time when the County has ceased to provide food service.
- M. Describe your food service model to include:
  - 1. Type of Inventory control process utilized; and ordering processes.
  - 2. Capability of controlling food costs, to include duration of set pricing for the County. Please provide information regarding any purchasing advantages available to vendor.
  - 3. Please identify any programs or cost saving options that may be available to the County.
  - 4. Description of Invoice methods to include payment terms and frequency of invoicing.

P. Please provide the following regarding your menus:

1. Please provide the minimum food specifications.
2. Please provide a (4) week cycle menu with nutritional analysis and calorie count indicated on the menu. The menu must be certified by a registered dietician. No proposal will be considered that does not provide the menu upon which the cost of service is calculated together with the "as served" portion size of each menu item.
3. Capability of providing flexible menu options for inmates and staff, inclusive of special diet options for the inmate population.
4. Capability of providing special Holiday meals to inmates and staff in addition to religious meals to inmates as identified by facility Management. Please provide sample Holiday and Kosher/Common Fare menus. All such meals shall be provided at the contract rates. A minimum of five (5) "special meals" shall be provided annually inclusive of New Year's Day, Independence Day, Thanksgiving, Christmas and one (1) to be scheduled at the discretion of the County.
5. Plan to continue food services in various emergency situations such as loss of water, loss of electricity, work stoppage, etc. Include sample emergency menus.

Q. Describe your method of food service/delivery to include:

1. Detail the scope of food service to be provided, including:
  - a. What functions will be performed by the vendor?
  - b. Expectation of inmate labor, such as the number of inmates needed.
  - c. Expectation of assistance from County Employees, if any, and what are the specific needs.

R. Please provide the following regarding Management and Staffing:

1. Resumes of key operational management personnel.
2. A staffing schedule for vendor's personnel.
3. A staffing schedule for inmate labor.
4. The proposed use of the vendor's food service manager and inmates. This section shall include a detailed explanation of the method of supervision, job descriptions and the overall approach to working with County employees.
5. If the proposal includes the use of inmate labor, training in kitchen skills and food service delivery shall be provided by the vendor. The proposal shall be provided by the vendor. The proposal shall outline what this training will entail as part of the vendor's overall vocational training program.
6. The vendor's plan to handle staff coverage during absences.
7. A representation of the standard staff uniforms such as a picture or sample
8. An overview of employee benefits.
9. The vendor's plan to obtain personnel including the method used to assess position fitness and conduct background and drug screenings.
10. Job descriptions for kitchen management and staff.



S. Please provide the following regarding Training and Education for vendor staff and inmate personnel:

1. An overview of vendor's staff orientation program.
2. An overview of the vendor's in-service training programs.
3. An overview of certification programs.
4. An overview of the vendor's inmate training and education programs.

T. Please provide the following information regarding your Quality Assurance and Sanitation Program:

1. An overview of the vendor's quality assurance program, including menu planning, purchasing, receiving, storage, ingredient control and processing, food preparation, portioning and serving of meals, delivery of meals, sanitation and safety program and sample forms to be used.

U. Please provide the following information regarding your Workplace Safety and Security:

1. Standards followed to ensure workplace safety goals are maintained.
2. Plan to maintain security controls.
3. Tool control program.
4. Plan to control hot and cold menu items.

V. Accounting and Reporting:

1. Description of Vendor's computerized reporting and accounting system.
2. A copy of sample invoice and billing terms.

W. Transition plan:

1. Provide a detailed plan and time schedule for transitioning a new operation.

X. Cost proposal:

1. Attachment "C" is the Price Sheet for the cost per meal and other associated costs. Also, any pricing for alternates should be on letterhead and attached to price sheet.

Y. A **mandatory Pre-Bid meeting and site visit** will be held at **10:00 A.M. E.ST.**, Greenville County Detention Center, **20 McGee Street, Greenville, South Carolina 29601.**

## 1.5 Scope of Work

A. Food Requirements

1. The vendor shall provide three (3) meals per day, two (2) of which shall be hot, seven (7) days per week. Any "cold" meals will be served for Lunch meals and shall be of comparable nutritional value.

2. No more than 13 hours shall pass between the dinner and breakfast meals. Delivery times and meal schedule shall be mutually agreed upon between the vendor and Detention Center Management.
  3. The Vendor shall supply meals for officers at the inmate price per meal.
  4. All menus and special diets must meet all applicable State, and Federal guidelines Federal and should be consistent with the most up to date nationally accepted correctional practices. The vendor must provide a four (4) week menu, complete with nutritional analysis. The calorie count for each meal will be indicated on the menu.
  5. Meals will be served at appropriate temperatures and in a manner that makes them visibly pleasing, complete with condiments (i.e. dressings, salt, pepper, catsup or mustard) where indicated.
  6. The vendor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications.
  7. At least a three (3) day supply of food must be maintained, on site, for emergency contingencies.
- B. The average daily population is approximately 1403 inmates. Additionally, the vendor shall expect to serve approximately 175 meals per day to staff. This section is not to be construed to mean the vendor shall serve 1578 meals per meal period. It is only provided as a guideline for possible meals to be served. The price per meal charged shall be determined by taking the actual meals served each day times the contract price for that number of meals.
- C. The vendor shall:
1. Provide all consumable supplies and food products that are required for food service operations. These supplies and food products shall remain the property of the contractor.
  2. Be responsible for routine cleaning and housekeeping of food service preparation, services and storage areas and will, on a continuing basis, maintain standards of sanitation required by state and local regulations.
  3. Assign a minimum of (1) employee to oversee and supervise all aspects of the food service operation. Inmates will be provided as required by the vendor, subject to the approval of the Facility Director or his designee. The vendor will provide an organizational chart and job descriptions for all professional staff, including the number of inmates needed per shift. Such personnel shall be used to assist in the preparation of food, delivery of meals and general sanitation and cleaning. The vendor agrees to train and supervise such personnel, subject to the overall control of the County.

4. Agree that its employees, assigned to duty at the Detention Center, shall submit to periodic health examinations at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations, to the County.
5. Secure and pay all federal, state and local licenses, permits and fees and taxes required for the operation of food services provided hereunder.
6. The vendor shall submit to the County on a monthly basis an invoice for meals ordered and served, whichever is greater. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for meals for one (1) year, absent any exigent circumstances which must be presented to the Facility Director prior to changing any terms or conditions of this contract.
7. The vendor shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which it was received except for ordinary wear and tear and except to the extent that said premises and equipment have been damaged by fire, flood or other unavoidable occurrences and except to the extent that said equipment may have been damaged or stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees; and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. Equipment, which in the opinion of the County has exceeded its useful life, will be replaced by the County after consultation with the vendor.
8. The vendor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to.
9. Vendor agrees to make the fullest use of USDA donated commodities when they are available; wholesome and appropriate for menu purposes. The vendor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA-donated commodities is subject to the following requirements:
  - a. The vendor will properly handle, store and prepare the commodities.
  - b. A weekly inventory shall be taken of all commodities by the vendor. The report shall include for each USDA-donated commodity; the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft or shrinkage and the balance at the end of the week.
  - c. Commodities received will be used solely for the benefit of those persons in the Detention Center.
  - d. The vendor shall credit to the County's invoice, the fair market value to each commodity item used for the period, deducting their shipping and handling costs actually incurred.
10. The vendor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of these records shall be supplied to the

Facility Director or his designee on request. In addition, all such records shall be available for auditing by the County at any time during regular working hours.

- a. Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the vendor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal, without advance written approval from the County.
  - b. Inspections of kitchen facilities by County and State Health agencies must achieve satisfactory ratings.
11. The vendor shall be responsible for purchasing, maintaining and replacing trays, reusable plastic cups and utensils for all food service operations. The County has determined the specifications for all non-reusable cups and food trays and no changes may be made without written approval from the Facility Director or his designee. The specifications for approved food trays (Attachment "D") and cups (Attachment "E") are included in this document.
  12. Food service personnel employed by the vendor will be properly attired in a clean uniform at all times. The vendor will provide said uniforms to its personnel. Hair restraints will be worn at all times such personnel are performing duties in areas where food is stored, prepared or consumed.

D. Staff requirements:

1. All employees of the contracting vendor who will work in the jail must be cleared by the County. All employees must comply with the written policy and procedures relating to facility security.
2. All employees of the vendor shall complete twenty-four (24) hours of approved in-service training annually. All such records shall be available for auditing by the County at any time during regular working hours.
3. Inmates are not permitted to supervise other inmates.

E. Daily Processing of Complaints:

1. Food service complaints from inmates shall be processed at least daily, as follows:
  - a. The Facility Director or his designee shall determine the appropriate mechanism to be utilized for specific categories of complaints.
  - b. The Facility Director or his designee shall address all complaints with the vendor's Director of Food Services for resolution.
  - c. The Vendor's Director of Food Services shall inform the Facility Director or his designee of the actions taken to resolve the complaint.

F. The County shall be responsible for and provide:

1. Accurate and timely orders for the number of meals to be served to inmates, correctional officers and staff within two (2) hours of the time for meals to be served.

2. Provide ingress and egress to all production areas.
3. Adequate heat, light, ventilation and all other utilities. The County shall provide Internet access and business telephone service to the vendor at no charge. The telephone shall be used only for business related calls.
4. Extermination, grease disposal, grease trap maintenance, cardboard removal, pallet removal, exhaust hood cleaning and trash removal services.
5. General maintenance to the building structure including, but not limited to the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The County's maintenance does not include day to day cleaning operations in the kitchen area.
6. Adequate preparation, storage and holding equipment and maintenance of the same.
7. Security, control and limitation of inmate movement in, to and from the food service area, including physical security of employees, suppliers and other authorized vendors.
8. Maintain kitchen appliances and equipment.

## **2.0 PROPOSAL REQUIREMENTS**

### **2.1 Submittals**

All submittals shall be provided in the following format, and should address the areas specified. Each responder shall submit (1) original and (5) copies of their response, bound on 8-1/2" X 11" paper. An original signature is required. Failure to do so will void your proposal. All signatures must be clearly identifiable as an original. If not, then your response will be disqualified. Proposals are to be submitted by 4:00 P.M., November 29, 2016 and delivered to:

**County of Greenville  
Department of General Services  
Procurement Services Division, Attn: Procurement Director  
301 University Ridge, Suite 100  
Greenville, South Carolina 29601-3665  
RFP # 36-11/29/16**

All Proposals shall be submitted in a sealed container with RFP# 36-11/29/16, written on the outside.

### **2.3 Qualifications/Experience**

- A. Provide a list, complete with addresses, phone numbers and primary contact persons, of at least 5 agencies you have contracts with currently, to include date of the original contract,

the number of inmate meals served, and a contact person and phone number for the agency.

- B. Provide a list of names, titles, certifications and responsibilities of key personnel who will be involved in the project. This includes a Registered Dietician.
- C. Provide a step-by-step process, in the form of a schedule, for the implementation of your Food Service Model.
- D. Provide a certified financial statement.
- E. List any experiences when your company, or related company, partners or officers of your corporation, failed to complete a contract. List any lawsuits and judgments involving your company or related companies.
- F. Provide documentation that your company has satisfied all State and Federal requirements to provide Correctional Food Services.
- G. Provide information on Cooperative Purchasing Agreements/Organizations that the vendor utilizes for the purchase of goods.

## **2.4 Criteria for Evaluation**

The proposals will be evaluated on the following criteria utilizing the score sheet included in this RFP on page 25. Greenville County reserves the right to interview responders to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- A. Demonstrated experience and success with full service correctional food services of a similar scope and size.
- B. Detailed customer support and services provided.
- C. Responsiveness to this RFP and ability to comply with the specifications and provisions included in the solicitation.
- D. Past history and references. References will be assessed for the following:
  - a) Overall opinion of vendor
  - b) Vendor's record of service
  - c) Resolution of problems by the vendor
  - d) Vendor's ability to meet the references' needs
- E. Creativity in solutions offered to meet the needs of Greenville County.
- F. Ability to offer solutions that will provide quality meals to inmates and staff members, at the most cost efficient rate, with a minimum amount of County staff workload.

G. Ability to offer menu variety to inmates and staff.

H. Ability to provide special dietary needs to a diverse inmate population.

I. Compliance with State and Federal requirements as well as accepted national standards for corrections.

## **2.5 Indemnification**

Contractor agrees to indemnify, save harmless and exempt Greenville County, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, damages, costs, expenses, and attorney fees incidental to any work done in the performance of the awarded contract arising out of a willful or negligent act or omission of the vendor, its officers, agents and employees: provided, however, that the Vendor shall not be liable for any suits actions, legal proceedings, claims, demands, damages, costs expenses and attorney's fees arising out of a willful or negligent act or omission of Greenville County, its officers, agents and employees.

## **2.6 Insurance**

The contractor shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the wavier of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

B. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to **County's RFP # 36-11/29/16**.

D. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

\$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker's Compensation:**

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

**No deviation from this coverage's will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.**

**2.7 Illegal Immigration Reform Act Compliance**

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

**2.8 Contract**

A sample contract is included with this document. Vendors may provide their sample contract also to be reviewed by the County.



## **2.9 Prison Rape Elimination Act (PREA) Standards**

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of The Prison Rape Elimination Act of 2003 and agrees to provide or submit the needed information to (a) examine the criminal history of Contractor or any subcontractor who will perform services, which result in contact with inmates and (b) Contractor agrees to disclose any information regarding past history of allegations of sexual harassment or sexual abuse by Contractor or any subcontractor. Contractor and subcontractor agree to complete Training provided by the County and sign an acknowledgement of understanding of PREA requirements. In the event the Contractor or any subcontractor is found not to be in compliance with PREA, the Contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such Contractor or sub-contractor's failure to comply with the Act.

All contract service providers are required to comply with the PREA Standards. These standards may be located at:

<http://www.prearesourcecenter.org/sites/default/files/content/prisonsandjailsfinalstandards.pdf>



**COUNTY OF GREENVILLE  
FOOD SERVICES FOR INMATES  
AT GREENVILLE COUNTY  
DETENTION CENTER  
RFP# 36-11/29/16**

**INSTRUCTIONS/TERMS AND CONDITIONS:**

1. Proposal Opening and Award: Proposals shall be publicly opened and only the names of the offerors disclosed at the proposal opening. However, no decision will be made until Procurement Services and the user Division have had ample time to review each proposal. However, award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County's best interest. The contract will be awarded to the proposal that meets the requirements and criteria set forth in the request for proposal. No proposal may be withdrawn for a period of sixty (60) days after proposal opening date. Proposals, whether mailed or hand delivered, must be received and time/date stamped in the Procurement Services Office by the closing time and date indicated on the proposal. Proposals received after the closing time/date will not be accepted. By submission of a proposal, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.
2. Rights Reserved by Greenville County: Greenville County reserves the right to reject any and all proposals, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in proposal evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein.
3. Responders Qualification: Responders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the responder's ability to provide the products or services requested herein.
4. Responders Responsibility: Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this proposal or to any contract as a result of this proposal.
5. References: The County requires responders to list at least three (3) references, names, addresses and telephone numbers of contact persons for companies with whom the bidder has performed or provided similar work, service or product.

6. Waiver: The County reserves the right to waive any Instructions to Responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.
7. Rejection: Greenville County reserves the right to reject any proposal that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like proposals; or ambiguous proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
8. Proposal form: The responder shall sign his proposal correctly or the proposal may be rejected. If the proposal shows any omissions, alteration of form, unauthorized additions, a conditional proposal or any irregularities of any kind, the proposal may be rejected. Proposals will be accepted on bound 8-1/2" x 11" paper.
9. Questions: Questions shall be submitted in writing to Nadine Chasteen, CPPO, CPPB, Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC, 29601, or Fax to (864) 467-7304 or by E-Mail to [nchasteen@greenvillecounty.org](mailto:nchasteen@greenvillecounty.org) by **5:00 P.M. E.S.T., November 21, 2016**.
10. Specification Changes, Additions and Deletions: All changes in specifications shall be in writing in the form of an addendum and furnished to all responders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this proposal.
11. Number of Proposal Copies: Please submit One (1) Scan-Ready Original and Five (5) Bound Copies of your proposal.
12. Proposal Changes: Proposals, amendments thereto or withdrawal requests received after the advertised time for proposal opening, shall be void regardless of when they were mailed.
13. Proposal Price: The proposal price presented as a result of these specifications shall be for the contract period. The proposal shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluids may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
14. Federal, State and Local Laws: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.
15. Tie Proposals: In the case of tie proposals, the County reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, or in what it considers to be in the best interest of the County.

16. Deduction and Holdbacks: In addition to the County's right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County's employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County's intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

1. For use of County's forces – actual cost involved.
2. For use of another contractor – the amount charged by said contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

21. Evaluation Criteria:

The proposals will be evaluated on the following criteria utilizing the score sheet included in this RFP on page 25. Greenville County reserves the right to interview responders to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Demonstrated experience and success with full service correctional food services of a similar scope and size.
- Detailed customer support and services provided.
- Responsiveness to this RFP and ability to comply with the specifications and provisions included in the solicitation.
- Past history and references. References will be assessed for the following:
  - Overall opinion of vendor
  - Vendor's record of service
  - Resolution of problems by the vendor
  - Vendor's ability to meet the references' needs
- Creativity in solutions offered to meet the needs of Greenville County.
- Ability to offer solutions that will provide quality meals to inmates and staff members, at the most cost efficient rate, with a minimum amount of County staff workload.
- Ability to offer menu variety to inmates and staff.

- Ability to provide special dietary needs to a diverse inmate population.
  - Compliance with State and Federal requirements as well as accepted national standards for corrections.
22. Quality: Unless otherwise indicated in this proposal it is understood and agreed that any items offered or shipped on this proposal shall be new and in first class condition unless otherwise indicated herein.
23. MBE/WBE Participation – Affirmative Action:
- A. MBE/WBE – Vendors submitting proposals are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.
  - B. The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.
24. Default: In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor's performance bond, if any, and/or by suit against vendor.
25. Termination for Cause: This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.
26. Termination for Convenience: Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.
27. Non-Appropriation: Any contract entered into by the County resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
28. Incorporation of Proposal into Contract: The terms, conditions, and specifications of this proposal and the selected firm's response are to be incorporated, in total, into the contract.

29. S.C. Law Clause: Upon award of contract under this proposal, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the bidder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
30. Illegal Immigration Reform Act Compliance: By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.
31. Assignment Clause: Successful responder will be required to give the County ninety (90) days notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.
32. Indemnification: The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.
33. Deviations from Specifications: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is

required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the proposal and not listed may be cause for rejection. Responders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

34. Minor Deviations: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.
35. Contractor License Requirement: The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.
36. Conflict of Interest Statement: The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a proposal, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.
37. Insurance:

**The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.**

- A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP#36-10/26/16.
- D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

- E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

38. Contracts: The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.
39. Contractor Liability: The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney's fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the



contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

40. Sub-Contracting: The contractor shall not subcontract any portion of this contract without proper written approval from the County.
41. Non-Collusion: The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.
42. Prohibition of Gratuities: Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.
43. Publicity Releases: Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
44. Public Record: The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Request for Proposals are subject to requirements of the Freedom of Information Act and may be deemed public records.
45. Precedence: In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.



## SCORE SHEET

### Responses for Food Services for Inmates at Greenville County Detention Center RFP # 36-11/29/16

VENDOR: \_\_\_\_\_

DATE: \_\_\_\_\_

Non Responsive	Low	Medium Low	Average	Medium High	High	CRITERIA	Total Score	Comments
0	1	2	3	4	5	Demonstrated experience and success with full service correctional food services of similar scope and size.		
0	1	2	3	4	5	Detailed customer support and services provided.		
0	1	2	3	4	5	Responsiveness to this RFP and ability to comply with the specifications and provisions included in the solicitation.		
0	1	2	3	4	5	Past history and references. References will be assessed for the following: a. Overall opinion of vendor b. Vendor's record of service c. Resolution of problems by the vendor d. Vendor's ability to meet the references' needs		
0	1	2	3	4	5	Creativity in solutions offered to meet the needs of Greenville County.		
0	1	2	3	4	5	Ability to offer solutions that will provide quality meals to inmates and staff members, at the most cost efficient rate, with a minimum amount of County staff workload.		
0	1	2	3	4	5	Ability to offer menu variety to inmates and staff.		
0	1	2	3	4	5	Ability to provide special dietary needs to a diverse inmate population.		
0	1	2	3	4	5	Compliance with State and Federal requirements as well as accepted national standards for corrections.		

**Maximum Points 45**

**Total Score \_\_\_\_\_**

## **ATTACHMENT "A"**

### **Service Alternatives**

#### **A. Employee paid short order meals for staff:**

1. The vendor may submit a proposal to offer paid short order meals for staff. If available; the vendor shall provide:
  - a. Sample menus, to include pricing.
  - b. References of facilities where similar services are offered to include contact information.
  - c. Average number of meals ordered based on facilities of comparable scope and size.

#### **B. Professional Certification for Inmate Workers:**

1. The vendor may provide a proposal for programming which allows inmate workers to earn professional certifications while working in the Food Service Operations. The vendor shall detail:
  - a. The training associated with the certification(s) and the minimum requirements for certification, to include hours/days worked.
  - b. References of facilities where similar services are offered to include contact information.
  - c. Statistics regarding certification rates.

#### **C. Vendor Funded Maintenance of Kitchen Equipment:**

1. The vendor may submit a proposal for the maintenance of kitchen equipment. The vendor shall detail:
  - a. The equipment to be covered. Vendors will be provided with an on-site visit to view existing equipment.
  - b. Any cost limitations for maintenance.
  - c. The vendor funded maintenance does not override the County's requirements with regard to insurance, taxes, background checks and vendor good standing with the County. The vendor shall notify the Facility Director or his designee prior to scheduling maintenance on equipment.

#### **C. Purchase of remaining County Food Stock:**

1. The vendor may submit a proposal to purchase the food stock remaining when the County ceases providing food services. The vendor shall include:
  - a. A verifiable pricing model to be utilized to determine the value of existing stock. This model must be mutually agreed upon between the County and the vendor.
  - b. A proposal for the purchase of stocked dishwasher chemicals should the vendor elect to provide kitchen chemicals in their proposal.

## **ATTACHMENT "B"**

### **Current Chemical List**

- Oven & Grill Cleaner – Hard baking surface cleaner
- Virex 256 – Disinfectant Cleaner
- Glance – Window cleaner
- Steramine tablets - Sanitizer
- Bleach - Germicide
- Morning Mist (Disinfectant)
- Mirak (Machine Dishwashing Detergent)
- Bounce Back (Floor Finish Restorer)
- Whirl (Drying Agent)
- GoJo – Hand Wash
- Stainless steel cleaner – Restoring Agent



**ATTACHMENT "C"**

**PRICE SHEET  
FOOD SERVICES FOR INMATES AT  
GREENVILLE COUNTY DETENTION CENTER  
RFP# 36-11/29/16**

<b>NUMBER OF INMATES</b>	<b>PRICE PER MEAL (HOT)</b>	<b>PRICE PER MEAL (COLD)</b>
<b>1200</b>		
<b>1250</b>		
<b>1300</b>		
<b>1350</b>		
<b>1400</b>		
<b>1450</b>		
<b>1500</b>		

**ALTERNATES – ATTACHMENT "A" PRICING SHOULD BE ON LETTERHEAD AND ATTACHED TO THIS SHEET.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Price sheet must be signed with original signature.



## THE X-TRAY® Insulated Food Tray

### OVERVIEW

The X-Tray is made from insulated material that does not absorb water. One Piece, no seams, no internal insulation. Ideal for continuous use in extreme environments! Manufactured to ISO Quality Standards in the USA.

### FABRICATION/MATERIAL

Constructed of high impact, no break, polypropylene. Made with FDA Approved materials with a .25" minimum wall thickness.

X-TRAY®-Extreme Insulated Tray, Cortech's True One-Piece, seamless design that has 5 compartments and 2 condiment compartments for bulk use. The X-TRAY has tongue and groove sealed compartments for superior temperature control (process patented). The raised .75" deep slot adds delivery convenience. The X-TRAY utilizes 2" top to bottom of the feeding surface. Patented tongue and groove design seals entire perimeter AND all individual compartments for the tightest seal available. Non-discriminatory in stacking!

**COLOR** See Chart. Custom colors available upon request

**WEIGHT** 1.75 lbs.

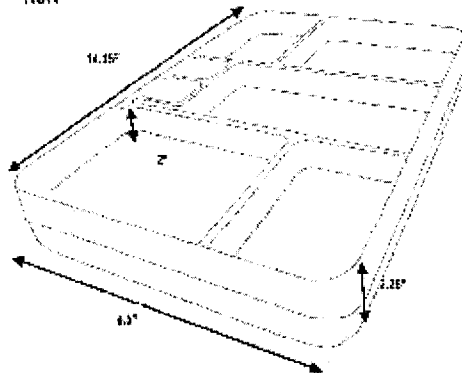
**OPTIONS** N/A

**ASSEMBLY** N/A

**WARRANTY** 10 Year Warranty.

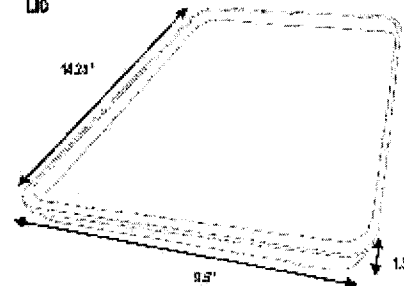
**MAINTENANCE** Easy to clean and maintain with damp cloth. Resistant to stains.

TRAY



Part #	Color	Quantity
3000C	Brown Tray	10
3000CG	Dark Grey Tray	10
3000TC	Terra Cotta Tray	10
3000O	Orange Tray	10
3000CL	Brown Lid	10
3000DGL	Dark Grey Lid	10
3000TCL	Terra Cotta Lid	10
3000COL	Orange Lid	10

LID



7530 Plaza Court • Willowbrook, IL 60527  
Tel: 630-455-0911 • Toll Free: 800-571-0770 • Fax: 630-455-0913  
[www.cortechusa.com](http://www.cortechusa.com)

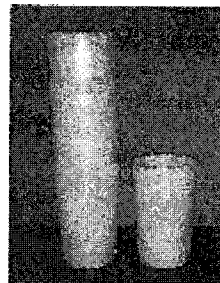
The X-Tray Insulated Food Tray and the manufacturing process to produce them is multiple design and utility patents pending. Warranty void on non-factory defects only. Specifications subject to change without notice. © 2014 Cortech, USA. All Rights Reserved.

# **DESIGN SPECIALTIES, INC.**™

**QUALITY TABLEWARE PRODUCTS**

## **DSP-950 - 9.5oz Econoblend Tumbler**

- Reusable
- Sturdy and dishwasher safe
- Manufactured in Econoblend material
  - Econoblend is both durable and economical
- Will not shatter
- Made in the U.S.A.
- Dimensions: Rim diameter 2 3/4" Height 4 7/16"
- Case quantity: 48
- Brand name: Duralux
- Manufacturer: Design Specialties, Inc.



STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

SERVICES AGREEMENT

This AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **COUNTY OF GREENVILLE**, a political subdivision of the State of South Carolina, having its principal place of business at 301 University Ridge, Greenville, S.C. 29601 ("County"), and \_\_\_\_\_, located at \_\_\_\_\_ ("Contractor").

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **CONTRACT PERIOD.** This Agreement shall begin on the effective date of the Notice to Proceed, and shall remain in effect until June 30, 2017, unless extended by the County for one (1) additional year with a maximum of four (4) annual renewals, or otherwise terminated as hereinafter provided. The County may elect to extend the contract by providing notice to the Contractor at least thirty (30) days prior to the termination date.

2. **SCOPE OF SERVICES.** County has employed Contractor to provide food services for inmates at the Greenville County Detention Center.

These services to be provided by Contractor are set forth more fully in County Request for Proposals ("RFP") #36-11/29/16 and in Contractor's Response, received \_\_\_\_\_, to County RFP #36-11/29/16, attached hereto and incorporated herein by reference.

3. **PRICE.** County agrees to pay Contractor a total sum not to exceed \_\_\_\_\_ dollars (\$XXXXXX.XX).

4. **STANDARD OF CARE.** Services performed by Contractor will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with Contractor's experience and qualifications currently providing similar services.



5. DOCUMENTS. In connection with the performance of the services, Contractor may deliver to County one or more reports or other written documents reflecting services provided. All such reports or other written documents shall become the property of County upon delivery; however, all original data gathered by Contractor and work papers produced by Contractor in the performance of services are, and shall remain the sole and exclusive property of Contractor.

6. PAYMENT TERMS. Contractor will submit invoices to County, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice County shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to County back-up data supporting the invoice. County and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by County and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the County, then Contractor shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 18. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

7. NON-APPROPRIATION. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

8. WARRANTY. Contractor warrants to County that all services and labor furnished to progress the work under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

9. **INSURANCE.**     **The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.**

A.     THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance, except Worker's Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the wavier of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

B.     Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C.     All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP#36-11/29/16.

D.     Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

E.     Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

F.     Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

\$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker's Compensation:**

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

**No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.**

Vendors will provide County a minimum of 30 days advance notice in the event the insurance policy (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

10. INDEMNIFICATION. Contractor agrees to defend, indemnify and save harmless the County and all County officers, agents and employees from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services under this Agreement. Contractor shall not be responsible for any loss, damage, or liability to the extent arising from acts of the County, its agents, staff, and other consultants employed by it.

11. RIGHT OF ENTRY. The County will provide for the right of entry for Contractor, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment.

12. SAFETY, HEALTH, AND SECURITY. Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

13. COMPLIANCE WITH CODES AND STANDARDS. Contractor's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services.

14. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE. By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

15. PUBLIC RESPONSIBILITY. The County has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the County to any matter of which Contractor becomes aware and believes requires the County to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the County decides to disregard Contractor's recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

16. CLIENT LITIGATION. Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving

the County, if the County requests such documents, witnesses and/or general assistance. The County shall reimburse Contractor for all direct expenses incurred and time according to Contractor's rate schedule as of the date of the execution of this Agreement.

17. CONFIDENTIALITY. Contractor will maintain as confidential any documents or information provided by the County and will not release, distribute or publish same to any third party without prior permission from the County, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.

18. NOTICES. All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

COUNTY

Nadine Chasteen, CPPO, CPPB  
Director  
County of Greenville  
Procurement Services Division  
301 University Ridge, Suite 100  
Greenville, SC 29601

CONTRACTOR

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

19. TERMINATION. This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the Contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after Contractor's receipt of such notice from the County, nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the Contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the County shall be responsible

to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the County shall not be responsible for any other charges.

Should the County fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the County shall be given notice of the default and an opportunity to cure such default within seven (7) business days after receipt of the notice of default. Should this Agreement be terminated by Contractor, Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the County as of the date of termination.

The County may terminate this contract for convenience by providing thirty (30) calendar days advance written notice to the Contractor.

This Agreement may also be terminated pursuant to the pertinent portions of Section 6 or Section 7 herein.

This Agreement may also be terminated by the written mutual consent of both parties.

20. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in County RFP #36-11/29/16 and Contractor's Response to County RFP #36-11/29/16 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

- A. Any amendment signed after the execution date of this agreement;
- B. This Agreement;
- C. Contractor's Response to County RFP #36-11/29/16;
- D. Addenda to County RFP #36-11/29/16.
- E. County RFP #36-11/29/16.

21. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

22. SEVERABILITY. Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

23. APPLICABLE LAW AND VENUE. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

The County and Contractor further agree that this Agreement shall be deemed to be made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Its: \_\_\_\_\_

COUNTY OF GREENVILLE

By: \_\_\_\_\_

Bob Taylor, Chairman  
Greenville County Council

By: \_\_\_\_\_

Joseph M. Kernell  
County Administrator

ATTEST: \_\_\_\_\_

Theresa B. Kizer, c.c.c.  
Clerk to Council